

AGREEMENT

BETWEEN THE

MANCHESTER
BOARD OF SCHOOL COMMITTEE

AND

AFSCME, LOCAL 3912, AFL-CIO

2007 - 2010

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MEMORANDUM OF UNDERSTANDING

The Manchester School District Negotiating Team and the AFSCME Local 3912 (Paraprofessional) Negotiating Team respectively, agree that the following are the changes to the AFSCME Agreement for the new collective bargaining agreement for the 2007 – 2010 contract period.

PREAMBLE

The purpose and intent of the Board of School Committee and the Union entering into this Agreement is to promote orderly and peaceful relations between the District and organized employees in the Bargaining Unit included in the following agreement and to provide on behalf of the citizens of Manchester approved serviced in an effective and efficient manner.

ARTICLE 1

RECOGNITION

The Board of School Committee hereby recognizes Local 3912, AFSCME, AFL-CIO as the exclusive representative of all permanent, regular and permanent part-time School District Paraprofessionals who work at least half-time of the regular Paraprofessional schedule for the purpose of collective bargaining on wages, hours and conditions of employment, other than those managerial prerogatives referred to in RSA 273-A:1, XI, which are the exclusive prerogative of Management. Managerial policies as defined by statute include, but are not limited to, the functions, programs and methods to be used in the district, including the use of technology, the selection, direction and number of personnel and the organizational structure of the district.

The terms "Paraprofessional " and "employee(s)" as used in this Agreement shall refer to bargaining unit members in the classification of Paraprofessional(s), assistant librarian(s), and DECA Store Manager(s). All other classifications are excluded.

ARTICLE 2

NON - DISCRIMINATION

2.1 The Board of School Committee agrees not to discriminate against employees covered by this Agreement on account of membership in the Union.

2.2 The Union, the Union Officers and members agree not to discriminate in any way against employees who are not members of the Union, or to bar employees from joining

or remaining in the Union except for non-payment of dues.

2.3 The Manchester School District and the Union agree not to discriminate in any way against employees covered by this Agreement on account of religion, race, creed, color, national origin, sex, age or physical handicap, except where age or physical condition are bonafide qualifications for employment.

ARTICLE 3

MAINTENANCE OF MEMBERSHIP

3.1 Each member of the bargaining unit who, on the effective date of this Agreement, is a member of the Union, and each employee who becomes a member of the bargaining unit and the union after that date shall continue his/her membership in the Union during the duration of this agreement; provided, however, that an employee may at his/her discretion, and in writing, withdraw his/her membership from the Union anytime within twenty (20) calendar days prior to the anniversary date thereafter.

The Union shall post notices on departmental bulletin boards thirty (30) calendar days prior to the anniversary date of such right to withdraw from membership in the Union.

3.2 Any employee who is in the bargaining unit and is not a member of the Union but wishes to have the Union represent him/her in grievances, shall assume full financial responsibilities as to the actual costs of processing grievances. Collection of such fees shall be the sole responsibility of the Union.

3.3 Should there be a dispute between an employee and the Union over the matter of an employee's Union membership, the Union agrees to hold the District harmless in any such dispute.

3.4 The School District agrees to submit the names and addresses of newly employed Paraprofessionals to the Union as soon as practicable but in no event later than forty-five (45) calendar days after the date of hire.

The School District will submit the names of Paraprofessionals who are separated from employment to the Union as soon as practicable but in no event later than twenty-one (21) calendar days after separation.

ARTICLE 4

DUES DEDUCTIONS

4.1 The School District agrees to authorize the deduction of Local 3912, AF5CME dues from each employee who has signed an authorization card and shall send said dues along with a statement indicating who has paid dues to: Business Manager, Local 3912, AFSCME.

4.2 The Union will keep the District informed of the correct name and address of the Business Manager of Local 3912, AFSCME.

4.3 The School District agrees to deduct union dues from the wages of employees in the bargaining unit each pay period following the presentation of appropriate authorization forms.

4.4 The union agrees to limit changes in payroll deductions to not more than one (1) time per year during the month of January and to give the School District thirty (30) days written notice prior to the beginning of the payroll period in which the deduction is to be made.

4.5 If any employee has no check coming to him/her, or if his/her check is not large enough to satisfy the dues, then no dues deduction will be made from that employee. In no case will the District attempt to collect fines or assessments for the Union beyond the regular dues.

4.6 The District will notify the Treasurer of Local 3912 within five (5) working days of the cancellation of dues deduction by an employee who had previously signed an authorization for said deduction.

4.7 If there should be a dispute between the Union and an employee over the matter of dues deductions the Union agrees to hold harmless the District in such dispute.

ARTICLE 5

SENIORITY

5.1 There shall be two types of seniority, including:

- (a) District Seniority
- (b) Classification Seniority

District Seniority shall relate to the time an employee has been continuously employed by the District.

Classification Seniority shall relate to the length of time an employee has been employed in a particular classification and program.

5.2 Until an employee has served the initial six (6) month probation period it shall be deemed that he/she has no seniority status.

5.3 An employee shall lose his/her seniority for the following reasons:

- (a) If the employee resigns.
- (b) If the employee is discharged and if such discharge is not overruled by an

appropriate authority.

5.4 Seniority shall not be interrupted by paid leaves of absences. An employee who is on leave of absence without pay, except for military service, shall not accrue seniority, but shall have his/her seniority "frozen" at the amount accrued at the time of commencement of such leave of absence.

5.5 Seniority lists shall be posted once a year in October.

5.6 Bidding for known vacancies for the forthcoming school year shall be conducted in April of each year. Vacancies will be posted on the department bulletin boards for a period of ten workdays beginning the first of April. Once a Paraprofessional has bid on a job and been assigned, that Paraprofessional may not bid again for a period of one (1) year; unless student or program needs necessitate. Paraprofessionals who desire to apply for known vacancies shall submit an application, in writing, to the School Superintendent within fifteen (15) calendar days from the date of posting. A Paraprofessional must meet the following conditions to be selected for a known vacancy:

1. The Paraprofessional must be in the appropriate level of Classification.
2. The Paraprofessional must be in the appropriate subject program.
3. The selection must be in the best interests of the students, as determined by the Human Resources Director. The Human Resources Director's determination must not be arbitrary, unjust or without any basis in fact.

If the above conditions are met the Paraprofessional with the most Seniority (on the School bid for) shall be chosen.

ARTICLE 6

PROMOTIONS AND DEMOTIONS

6.1 In matters affecting promotions of employees, primary consideration shall be given to ability, past performance, program knowledge and experience. District seniority shall be considered if all other factors are equal.

6.2 Jobs to be filled through promotion shall be posted on the District bulletin boards for a period of ten (10) working days during the regular school term.

6.3 During summer periods when schools are not in session the Paraprofessional known vacancies, identified prior to June 1st, shall be posted on the Administration Office bulletin board and copies shall be sent to the AFSCME office.

6.4 Job postings shall include job specifications, rate of pay and job location.

6.5 Paraprofessionals who desire to apply for vacancies shall submit an application in writing to the School's Human Resources Office within ten (10) calendar days from the date of posting.

6.6 In lieu of layoff due to changes in programs or reduction of funds, except in disciplinary demotion, an employee in a higher grade level may request a voluntary demotion to a lower grade level provided he/she meets the qualification requirements for the lower grade level, and further provided the employee's work record is satisfactory and the employee has departmental seniority over lower grade employees who may be bumped by such demotion. A person who is voluntarily demoted shall be placed in the corresponding pay step in the lower grade level as he/she currently is allocated.

6.7 Paraprofessionals who are to be laid off due to lack of funds or lack of work in the forthcoming school year shall be notified of such pending layoff by July 30 preceding such layoff.

ARTICLE 7

WAGES

7.1 Effective October 1, 2007, employees will receive a two percent (2%) across-the-board wage increase. Effective September 1, 2008, employees will receive a two percent (2%) across-the-board wage increase. Effective September 1, 2009, employees will receive a two and one half percent (2.5%) across-the-board wage increase. (See wage schedule attached.)

7.2 Employees will receive a step increase on their anniversary date of employment. This step increase will be subject to a satisfactory performance evaluation. An incomplete evaluation will be considered a satisfactory performance evaluation. This process may be changed at any time by mutual agreement. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix.

7.3 The longevity waiting periods for employees shall be 5-10-15-20-25-30-35-40 and 45 years of service. An increase of three-percent (3%) will take effect on the employee's anniversary date of employment. ***(One Step on the Wage Schedule.)***

7.4 Employees being promoted from one grade to a higher grade shall be placed on the lowest step of the new grade, which will provide for a minimum of ten-percent (10%) increase in salary.

ARTICLE 8

HOURS OF WORK AND OVERTIME

8.1 Employees in the bargaining unit shall be required to work only when students are in attendance.

8.2 The work year shall not exceed 180 school days per year; provided, however, there is no guarantee the employees shall be needed or provided work 180 days per year if funds are not available and/or programs are modified or abolished.

8.3 The usual workday shall be six (6) consecutive hours and the usual workweek shall be five (5) consecutive days.

8.4 Overtime is not anticipated as a requirement of employees while performing their regular duties. In the event of a situation where an employee is required to work beyond the normal work day then such employee shall be paid at the rate of time and one half of his/her regular hourly rate for each hour of overtime worked, in multiples of 1/4 hour.

8.5 The District shall have the right to require bargaining unit members to work additional days per year for training purposes, provided that the members shall be given at least thirty (30) days notice and they shall be paid on a per diem basis for such additional days. Any additional training days(s) may only be scheduled during the week before schools open or on teacher workshop days.

ARTICLE 9

PLUS-RATES

9.1 Effective on the date of ratification of this Agreement, members of the bargaining unit who are assigned to perform the work of a bargaining unit position which is assigned to a higher pay grade level as a replacement of a member who is absent shall receive either a one rate step increase in pay or the minimum step for the higher pay grade level, whichever is the greater amount.

9.2 In order to qualify for plus rates employees must be assigned by the Superintendent or Assistant Superintendent to the higher classification in a bargaining unit position and must perform the duties for not less than a full work day and as a replacement for an employee who is absent during that period of time. Such assignment is subject to approval by the Human Resources Director.

ARTICLE 10

HOLIDAYS

10.1 All full-time employees in the Bargaining Unit, excluding Temporaries and those who work less than one-half time, shall be paid for the following named holidays. Should a holiday fall on a Sunday and be celebrated on a Monday, all regular employees shall be paid for this day. Should a holiday fall on a Saturday, the preceding Friday shall be considered the holiday:

Christmas Day	Memorial Day
New Year's Day	Election Day
Thanksgiving Day	Veterans Day
Day after Thanksgiving	Washington's Birthday
<i>Labor Day</i>	

Washington's Birthday holiday shall be observed on a day when school is not in session if at all possible. If such holiday should fall on a day when school is in session then the eligible employees shall be granted an equal number of hours off with pay at a date to be determined by the School Administration. ***Labor Day will be paid if school begins prior to Labor Day.***

10.2 An employee shall be entitled to the holiday pay referred to in Section 10.1 if he/she works the last regular work day preceding and the first regular workday following the particular holiday, but not otherwise except for an excused absence.

ARTICLE 11

SICK LEAVE

11.1 (A) All permanent employees within the bargaining unit shall be entitled to sick leave with pay after satisfactory completion of the probationary period following initial employment. Sick leave credit shall accrue at the rate of one and one-quarter (1 1/4) workdays with pay for each completed month of service. The District will continue to notify the employees on sick days at the beginning of the school year.

(B) Unused sick leave days may be accumulated up to a maximum of one hundred twenty (120) days. In the event that a bargaining unit member joins the sick leave bank (Sec. 11.6), the maximum accumulation of sick leave days shall be one hundred nineteen (119).

(C) Any employee eligible for sick leave pay may use such sick leave, upon approval of his/her building or office head, for absence due to his/her illness or injury; the illness or injury of a spouse, child or other blood relative or ward residing in the same household when FMLA leave is approved, or for the exposure to contagious disease.

Any employee on sick leave shall inform his/her immediate supervisor of the fact and the reason therefore as soon as possible and failure to do so within a reasonable time may be cause for denial of pay for the period of absence. The District shall require a doctor's certificate before approving sick leave with pay for a period or periods of more than three (3) workdays.

(D) Absences for a fraction or part of a day that are chargeable to sick leave in accordance with these provisions shall be charged proportionately in an amount not smaller than one (1) hour.

(E) On separation from District service, all sick leave credits shall be canceled, except in case of City paid retirement, duty disability retirement or death while in active service. Effective on the date of ratification, all accrued sick leave up to, but not to exceed eighty (80) work days shall be paid to the employee or his/her beneficiary under such conditions of separation from service, i.e., City paid retirement, duty disability retirement or death while in active service.

Permanent employees hired after the ratification date of this Agreement shall be entitled to payment for accrued sick leave, under the condition specified above; provided however, that payment shall not exceed one-half (1/2) of the employee's total sick leave balance.

11.2 Paraprofessionals who are employed during the regular school year whose work day and/or work week is less than full-time, shall have their sick leave accrual pro-rated on the basis of their hours of work as follows: If the schedule is half-time they shall accrue at the rate of 50% of the regular full-time accrual; if the schedule is more than half-time but less than 75% of the full-time schedule, they shall accrue at 60% of the regular full-time accrual; if the schedule is 75% of the full-time schedule they shall accrue at 75% of the full-time schedule; if the schedule is more than 75% but less than full-time, they shall accrue at 85% of the regular full-time accrual.

11.3 The District reserves the right to have an independent physician examine any employee, at the District's expense, who claims sick leave and who, in the opinion of the District, is not entitled to sick leave.

11.4 For the purpose of definition, a workday is defined as six (6) hours, which is the normal workday for bargaining unit members. Accrual during a school year would be based on upon 1¼ workdays for each completed month of work during the school year commencing in September and ending in June.

11.5 Incentive/Personal Days. Effective July 1, 2007, the District will provide one (1) Incentive Day per fiscal year if an employee has used six (6) sick leave days or less in the preceding fiscal year. No incentive days can be carried over to the next fiscal year.

Paraprofessionals shall be informed if they are eligible for an Incentive Day for each fiscal year.

In addition, employees shall be entitled to take one (1) Personal Leave day per

fiscal year. The practice of allowing employees to take unpaid days off, other than authorized under Section 27 shall cease.

Paraprofessionals must request the use of an Incentive Day or a Personal Leave Day no less than three (3) school days prior to the day(s) they wish to take the Incentive Day or Personal Leave Day, except in cases of personal emergencies. A decision will be given to the Paraprofessional within two (2) school weeks from the date requested whether or not such Incentive or Personal Leave Day can be used. Incentive and Personal Leave Days will be approved at the discretion of the School Administration in order to cause the least disruption of the school operations.

11.6 Sick Leave Bank. The Board agrees to establish a Sick Leave Bank in conjunction with administrative review. Paraprofessionals shall be entitled to the benefits and responsibilities of the Sick Leave Bank.

ARTICLE 12

UNION BUSINESS

12.1 The District agrees to allow Union representatives, stewards and/or aggrieved employees reasonable time, without loss of pay, during regular working hours, for the purpose of processing grievances, provided such time away from work does not interfere with the work of the departments involved. Such time shall not be withheld unreasonably. The Union representatives shall obtain prior permission to absent themselves from work before leaving a work site and shall obtain prior permission of the immediate supervisor involved before interrupting the work of an employee located at a different work site.

12.2 With the exception of processing grievance matters and negotiating contracts, the Union will not be allowed to transact any business on District time. The Union Steward shall be allowed reasonable periods of time on District time for the handling of such grievances. The District is under no obligation to pay the Steward for time spent in grievance matters when he or she is not scheduled for work.

12.3 The Steward shall ask the immediate supervisor for permission to leave the job to investigate and adjust grievances, and such permission shall be granted without unreasonable delay. It is further agreed that this provision shall be limited to periods of regular pay.

12.4 The Management agrees not to interfere with, restrain, coerce, or discriminate against any of its employees because of membership in the Union. Likewise, neither the Union nor its agents shall interfere with, restrain, or coerce employees into Union membership.

12.5 Time lost by representatives of the Union on grievance settlements or negotiations during the normal workday shall be paid for by the District as provided in RSA 273-A 11.

12.6 Employees elected as delegates to either the AFSCME International Convention, AFSCME Council 93 Convention/Legislative Conference or the NH State Labor Council Convention shall be allowed a leave of absence with pay, not to exceed one (1) work day per year. This leave of absence shall be granted to a maximum of two (2) Union employee from the District to attend the above mentioned Conventions.

ARTICLE 13

BEREAVEMENT LEAVE

13.1 Effective upon the date of ratification, Bereavement Leave of five (5) working days with pay between the date of death and the date of the funeral, inclusive, shall be granted a permanent full-time or permanent part-time employee who works at least half-time, in the event of the death of his/her:

Spouse	Sister
Father	Brother
Mother	Child
Father-in-law	Mother-in-law
Son-in-law	Daughter-in-law

or

A blood relative residing in the same household or
A ward residing in the same household.

13.2 Special leave of one (1) working day with pay, for the purpose of attending the funeral, shall be granted an employee in the event of the death of his/her:

Grandmother	Sister-in-law
Grandfather	Aunt
Grandchild (3 working days)	Uncle
Brother-in-law	

13.3 Under extenuating circumstances, two (2) additional days with pay may be granted under Section 13.1, with the written approval of the Superintendent or his/her designee, such days to be charged to the employee's accrued sick leave.

13.4 Under no circumstances shall Bereavement Leave be paid on an overtime basis.

ARTICLE 14

MATERNITY LEAVE

14.1 Maternity Leave shall be granted in accordance with Federal Law and Regulations, as amended from time to time.

ARTICLE 15

MILITARY SERVICE

15.1 Shall be governed by existing State and Federal laws.

ARTICLE 16

JURY DUTY

16.1 An employee called as a juror will be paid the difference between the fee received for such service and the amount of straight time earnings lost by reason of such service. Satisfactory evidence of such service must be submitted to the employee's immediate supervisor.

16.2 Employees who are called to jury duty and who are excused from the jury duty for a day, or days, shall report to their regular work assignments as soon as possible after being excused.

ARTICLE 17

EDUCATION INCENTIVE REIMBURSEMENT

17.1 An Education Incentive Reimbursement policy is hereby continued for bargaining unit members, in accordance with the policies and procedures contained in the following section.

17.2 Employees who wish to receive reimbursement for courses at accredited colleges which directly relate to their current positions and which are approved in advance of the start of the course must request reimbursement on forms to be provided by the Human Resources Department. In order to be eligible for reimbursement the course must: (1) relate to the current duties and classification of the employee; (2) be submitted in advance of the starting date of the commencement of the course; (3) be approved as relating to the employee's job by the employee's supervisor and the

Superintendent of Schools or his designee; (4) be approved by the Human Resources Department prior to the start of the course.

17.3 Effective July 1, 2000, the District shall pay not more than 75% (seventy-five percent) of the cost of tuition, books and materials for a course or courses for an individual, but not to exceed the maximum amount of \$825.00 (eight hundred twenty-five dollars) in the fiscal year. Course reimbursement is limited to the total amount of budgeted funds for this purpose.

17.4 Once a course has been approved as meeting the requirements an advance will be made to the employee of one half (1/2) of the authorized amount, but not to exceed \$300.00 effective January 1, 1991. The remainder of the course reimbursement, not to exceed \$412.50 effective January 1, 1991, will be paid to the employee upon presentation of a certificate of satisfactory completion of the course, which must be submitted within ninety (90) days of the completion of the course to be eligible for reimbursement.

17.5 Effective July 1, 2007 the total budgeted amount for Tuition Reimbursement shall be fifteen thousand dollars (\$15,000.00). Effective July 1, 2008, the total budgeted amount for Tuition Reimbursement shall be twenty thousand dollars (\$20,000.00). In addition, effective on July 1, 2007, the District shall allocate at least three thousand dollars (\$3,000.00) annually for staff development activities to be spent on in-service programs for Paraprofessionals that are needed for the implementation of school district goals. Effective July 1, 2008, this amount shall be increased to four thousand dollars (\$4,000.00). The Superintendent or his/her designee shall administer these funds.

17.5 (A) Effective upon date of ratification Paraprofessionals who avail themselves of the tuition of the tuition reimbursement benefits under Section 17.5, above and who leave the District within two (2) years shall be responsible to reimburse the District for tuition reimbursement payments.

17.6 Once every quarter, upon request from the Union, the District will provide a status report of the education incentive reimbursement fund to the Union, within thirty (30) days of the request.

ARTICLE 18

LIFE INSURANCE

18.1 Effective upon the date of ratification of this agreement, the District shall establish a Life Insurance fund to pay a survivor's benefit of an amount equal to the employee's last yearly base pay, but not to exceed \$50,000.00 (fifty thousand dollars) to the named beneficiary of bargaining unit employees who die from any cause while employed by the District or within 60 (sixty) calendar days after retirement or resignation for health reasons. Such benefit shall be payable in a lump sum.

18.2 The District reserves in its sole and exclusive discretion the right to contract with

a qualified insurance carrier of its' choosing to provide the above amount of benefits.

ARTICLE 19

HOSPITAL/MEDICAL/DENTAL INSURANCE

19.1 Effective March 1, 2000, the Board shall provide a hospital/policy equivalent to Blue Cross/Blue Shield "Blue Choice Plan II," which description is attached hereto as Appendix B, for all bargaining unit members. The School District will pay eighty-seven and one-half (87.5%) percent.

19.2 It is agreed by all parties concerned that the District reserves and shall have the right to change insurance carriers provided that benefits are not decreased and the costs to bargaining unit members do not increase above the eighty-seven and one-half (87.5%) percent of the rate set by Blue Cross/Blue Shield set forth in Section 1 above.

19.3 Effective March 1, 2000, the Board shall substitute Mathew Thornton Classic Plan with the Mathew Thornton Blue Plan. The Board shall pay ninety-five percent (95%) of the plan's premium cost. It is further agreed that the Board may make available, in addition to the Blue Choice Plan II, health insurance plans from other vendors, provided that such plans have been approved by the Association; and participation is voluntary. If an optional health plan is approved, in addition to Blue Cross/Blue Shield Blue Choice Plan II, the Board shall be obligated to pay toward the optional plan a monthly amount which is equal to ninety-five (95%) percent of that plan's premiums.

19.4 Effective July 1, 2003 all employees shall be required to pay the employee share of the health and dental insurance premiums as specified in this Agreement.

Effective July 1, 2005, an employee eligible for group health insurance who is covered by his/her spouse's group health insurance through his/her employer (other than the City) or has other existing health insurance, may elect to receive an incentive of five hundred dollars (\$500.00), in lieu of carrying duplicate coverage through the District. Proof of insurance is required on an annual basis.

19.5 Effective July 1, 2007, the Board shall provide all bargaining unit members the Northeast Delta Dental plan. Effective on the date of ratification, the Board shall pay eighty-five percent (85%) of each monthly premium for the entire year for the coverage selected by each employee. The Board agrees to provide coverage under Delta Dental Insurance Plan Coverage A, B, and C as set forth in Appendix C attached hereto and made part of this Agreement.

It is agreed by all parties concerned that the District reserves and shall have the right to change the dental insurance carrier provided that benefits are not decreased and the costs to bargaining unit members do not increase above eighty-five percent (85%).

19.6 Bargaining unit members shall be required to sign a letter of intent to return the

following school year and if they fail to do so, they will be responsible to repay the District for its actual premium costs from the end of the school year to termination of coverage. The District shall have the right to pursue any recourse available should the bargaining unit member refuse or neglect to reimburse the District.

19.7 Effective on the date of ratification "Blue Choice Plan II" will be replaced by "Blue Choice Plan III". Plan III will be the same as Plan II except employee co-pay shall be as follows:

Option I (PCP) office visit co-pay-- \$15.00
 Option II (direct referral to specialist) office visit-\$30.00
 Emergency Room Visit-\$75.00
 Generic Prescription (one month supply)-\$10.00
 Other Prescriptions (one month supply)-\$15.00
 Mail Order Prescription (three month supply)-\$1.00

19.8 Upon ratification, all new hires will only be allowed to enroll in HMO (Mathew Thornton) until open enrollment period following one-year anniversary of employment.

19.9 Effective July 1st 2003 the yearly maximum dental allowance will increase from \$1,000.00 to \$1,500.00.

ARTICLE 20

SAFETY

20.1 The School District shall have the right to make regulations for the safety and health of its employees during their hours of employment. Representatives of the School District and the Union may meet once in (90) ninety days at the request of either party, to discuss such regulations. The Union agrees that its members who are employees of the School District will comply with the District's rules and regulations relating to safety, economy and efficiency of services to the School District and the public.

20.2 The Union and its members agree to exercise proper care of all School District property issued or entrusted to them during their working hours.

ARTICLE 21

BULLETIN BOARDS

21.1 The District shall provide space on the bulletin boards for the posting of notices of the District addressed to the employees and notices of the Union addressed to the members. The District shall locate its bulletin boards at convenient places within the District. No Union notice shall be posted in or around the District's property except on such boards and no notice shall be posted until it has been signed either by the President or Secretary of the Union with the approval of the School Superintendent or his/her designated representative.

ARTICLE 22

DISCIPLINARY PROCEDURES

22.1 All disciplinary actions shall be in a fair manner and shall be consistent with the infraction for which disciplinary action is being taken.

22.2 All suspensions and discharges must be stated in writing and the reason stated and a copy given to the employee(s) and the Union, at the time of suspension or discharge.

22.3 Disciplinary actions will normally be taken in the following order:

- (A) Verbal warning
- (B) Written warning
- (C) Suspension without pay
- (D) Discharge

However, the above sequence need not be followed if an infraction is sufficiently serious to merit a more severe corrective measure.

22.4 No employee shall be disciplined without proper cause.

22.5 The personnel record of an employee will be cleared of written warning after a period of one (1) year from the date of the warning provided there are no similar infractions committed during the intervening period.

22.6 The personnel record of an employee will be cleared of suspension notices after a period of three (3) years from the date of suspension provided there are no additional suspensions during the intervening period.

ARTICLE 23

STRIKES AND-LOCKOUTS PROHIBITED

23.1 Under no circumstances will the Union cause, encourage, sponsor or participate in any strike, sit-down, staying, stay-out, sick-in, sick-out, work slowdown, withholding of services or any curtailment of work or restriction or interference with the operation of the Manchester School District or the City of Manchester during the term of this agreement.

ARTICLE 24

GRIEVANCE PROCEDURE

24.1 DEFINITIONS

A "grievance" is a claim based upon the interpretation, meaning or application of specific provisions of this agreement. Only claims based upon the interpretation, meaning or application of specific provisions of this agreement shall constitute grievances under this article.

24.2 PURPOSE

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the welfare or working conditions of employees.

Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this agreement and the Union has been given the opportunity to be present at such adjustment and to state its views.

24.3 PROCEDURE

(A) STEP 1 - Employee Submission

An employee having a grievance must discuss the grievance with the employee's immediate supervisor within five (5) work days from the date of the event giving rise to the grievance or the date the employee could reasonably have been first made aware of the event. Such grievance should be discussed between the employee, the immediate supervisor and with a Union representative in attendance.

In the event of a suspension without pay or a discharge from employment the above step will be by-passed and the grievance shall be submitted to the

Step 2 level of this procedure.

Immediate Supervisor

The immediate supervisor shall give an answer within five (5) working days or the grievance shall be considered as having been denied and the Union may proceed to the next step.

(B) STEP 2 – School Superintendent or Designee

If the immediate supervisor does not give an answer to the grievance within five (5) working days after receiving the grievance or if the grievant or the Union disagrees with the decision of the immediate supervisor and desires to proceed with the grievance then such grievance must be submitted, in writing to the School Superintendent (or his designee). Such written grievance shall list the Article(s) and Section(s) alleged to have been violated, the specific grievance and the remedy desired.

Such written grievance must be submitted to the School Superintendent (or his designee) within five (5) workdays from the date the decision of the immediate supervisor was rendered, or, in the event no decision is rendered by the immediate supervisor, within ten (10) workdays from the date the grievance was first presented to the immediate supervisor.

The School Superintendent (or his designee) shall render his/her decision no later than five (5) workdays from the date of receipt of the grievance or the grievance shall be considered as having been denied and the Union may proceed to the next step.

If the Union is not satisfied with the disposition of the grievance by the School Superintendent (or his designee) or if no decision is rendered within five (5) working days after the Superintendent received said grievance; the Union may submit the grievance in writing to pre-arbitration.

(C) STEP 3 - Pre-Arbitration Step

The Union must file a request for a pre-arbitration meeting within ten (10) working days after the Superintendent's (or designee's) decision, or, if no decision is rendered, within fifteen (15) working days after the grievance was submitted to the Superintendent (or his designee).

A representative of the Union, the grievant and two (2) representative of the School District shall meet "in informal sessions" within ten (10) workdays after the Union makes a request for such a meeting, the purpose of which is to determine if the grievance can be settled without arbitration.

(D) STEP 4 - Arbitration

If no settlement is reached as a result of the pre-arbitration meeting, the

Union may submit a request in writing to arbitration, such action to be filed no later than ten (10) working days after the pre-arbitration meeting.

24.4 GRIEVANCE MEDIATION

(A) Grievance Mediation can take place in the grievance procedure at any time if agreed by both parties. Either party may submit a request to the other requesting Grievance Mediation. Mediation services through the Federal Mediation and Conciliation Services shall be used.

(B) The parties agree to implement the process of grievance mediation for the duration of this agreement. The parties shall, during the negotiations for a successor agreement, determine if grievance mediation shall become a permanent part of the collective bargaining agreement.

24.5 (A) SELECTION OF ARBITRATION The Union may submit in writing a request to the P.E.L.R.B. to appoint an arbitrator to resolve said grievance in accordance with the rules and regulations within ten (10) workdays after the Pre-arbitration meeting. If the Association fails to submit such written request for the appointment of an arbitrator to the P.E.L.R.B. within said ten (10) days; the grievance shall be deemed abandoned and no further action shall be taken with respect to such grievance.

(B) The decision of the Arbitrator shall be binding upon both parties.

(C) The costs for the services of the Arbitrator will be borne by the losing party. The Arbitrator shall designate the losing party.

(D) The Arbitrator shall have no authority to hold a hearing on more than one grievance at any hearing unless both Management and the Union mutually agree to the submission of multiple grievances to one Arbitrator.

(E) The Arbitrator shall have no authority to render a decision, which requires the payment of retroactive wages, or adjustments, which extend prior to the date a grievance, has been submitted to arbitration.

(F) The Arbitrator shall have no authority to alter in any way the terms and conditions of this agreement, and shall confine the decision to a determination of the facts and an interpretation and application of this agreement.

24.6 (A) A grievance by the School Superintendent shall be presented in writing to the Union President, and shall be discussed at a meeting to be held within five (5) working days after the grievance is presented.

(B) If a satisfactory agreement is not reached at the meeting as stated above then the School Superintendent may proceed within ten (10) working days of said

meeting to present the grievance to arbitration in accordance with 24.3 (D) and 24.4 of the grievance procedure.

24.7 If said grievance is not reported and/or processed within the time limits set forth in Sections 24.3, 24.4 and 24.5 the matter shall be dismissed and no further action shall be taken with respect to such grievance.

24.8 The above-time limits may be extended or by-passed by mutual written agreement of the parties.

ARTICLE 25

MISCELLANEOUS

25.1 PLAYGROUND DUTY

The parties shall form a joint labor/management committee to review issues with respect to playground duty. The committee shall evaluate the issue(s) and attempt to resolve them by mutual agreement.

The composition of the joint/labor management committee shall be as follows: the Union and the District shall have three (3) representative(s) each.

The initial meeting date of the joint labor/management committee shall occur not later than September 30, 2001. At the first meeting, the committee will establish at least two (2) additional meeting dates.

This process does not waive the rights to process grievances on any issues raised in accordance with Article 24 Grievance Procedure.

25.2 PRINTING OF CONTRACT

The District will print 175 copies of the Agreement for distribution to bargaining unit members, provided such printing can be accomplished through the Manchester School District printing facilities.

25.3 The District agrees to provide for a payroll deduction slot for an insurance program, subject to approval by the School Finance Department.

25.4 FAMILY AND MEDICAL LEAVE ACT (FMLA)

The Union agrees to execute a memorandum of understanding agreeing to accept the Board's policy regarding FMLA leave, subject to its review by AFSCME, with the understanding that the policy will not be changed except by mutual agreement.

25.5 Effective upon ratification and signing of this agreement, the new criteria to become a Paraprofessional in the Manchester School District is as follows:

- A) Must have at least two (2) years of college, or
- B) Must have an Associates Degree from an accredited College or University
- C) Must meet the criteria of Part 3 to meet a rigorous standard of quality and be able to demonstrate through a formal assessment content knowledge and the skills to assist in the instruction of reading, writing and arithmetic.

Current Paraprofessional (EA'S) will have until 2006 to become fully qualified as a Paraprofessional according to the above.

25.6 The Union agrees to the term and qualifications of a Paraprofessional as set forth in "No Child Left Behind".

25.7 Union employees will be afforded the ability to achieve A-Step based upon criteria to be established at a later date.

25.8 Union employees will be afforded the entire pre-Tax Flex Benefit during open enrollment periods.

25.9 RETIREMENT SUPPLEMENT

Paraprofessionals who retire with twenty (20) years of service in the Manchester School District shall receive at the time of separation a payment of three thousand dollars (\$3,000.00), provided they give notice of their intent to retire, at least six months prior to their date of retirement, except in the case of disability retirement, in which case they shall give notice no later than the date that they apply for disability retirement.

25.10 SAFETY COMMITTEE

The parties agree to form a joint labor/management Committee, comprised of three (3) union and three (3) administration members, to study paraprofessional safety concerns. The committee will issue its report no later than November 30, 2008, which shall be advisory to the School Board.

ARTICLE 26

STABILITY OF AGREEMENT

26.1 Should any article, section or portion thereof of this agreement be declared invalid because it is in conflict with a Federal or State law or be held to be unenforceable by any court of competent jurisdiction, such determination shall apply only to the specific article, section or portion thereof, specified in the decision. The parties to this agreement agree to meet to negotiate only on the specific article or section, or portion thereof, which has been declared invalid or unenforceable, but

neither party is required to make a concession in order to reach agreement on the specific article or section in question.

26.2 This Agreement represents the entire agreement between the parties hereto and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE 27

LEAVE OF ABSENCE

27.1 The Board of School Committee may authorize special leaves of absence with or without pay for any period or periods not to exceed one calendar year for the following purposes: Attendance at college, university or business school for the purpose of training in subjects relating to the work of the employee and which will benefit the employee and the District; urgent personal business requiring the employee's attention for an extended period, such as settling estates, liquidating a business, serving on a jury and attending court as a witness; and for purposes other than the above that are deemed beneficial to the District.

ARTICLE 28

DELAYED SCHOOL OPENING DAYS

28.1 In the event there is a delay in opening any school or schools for a regular school session then employees in those schools who appear for work at their assigned times or at the time indicated for the delayed opening shall be paid for appearing for work not more than two hours pay at their regular hourly rate. Such delayed opening time shall not be required to be made up at a later time without pay.

ARTICLE 29

TERMINATION

Upon ratification by the respective parties, this Agreement shall be in effect from July 1, 2007 through June 30, 2010, with effective dates for specific provisions as stated in the various Articles.

[NOTE Pursuant to RSA 273-A: 3, II (a), if either party desires to bargain a successor agreement, it must give written notice to the other party no later than December 1, 2009 or the anniversary date thereof, such date being one hundred twenty (120) days prior to the budget submission date.]

This contract is formally agreed to and signed this date: _____

by the following who hereby declare they are duly authorized to sign.

For the Board of School Committee:

By: _____, Chairperson Date: _____

By: _____, Co-Chairperson Date: _____

Witnessed by: _____ Date: _____

For AFSCME, Local 3912:

By: _____, President Date: _____

By: _____, Staff Representative Date: _____

Witnessed by: _____ Date: _____

APPENDIX E

EMPLOYEE DEVELOPMENT APPEALS PROCESS

Only employees who are denied a merit step increase on their anniversary date of position due to a sub-standard performance evaluation may file an appeal. All appeals shall be initially filed with the employee's Department Head. Any employee receiving a satisfactory performance evaluation shall not have the right to appeal or grieve their evaluation pay step or the supervisor's comments. In the event that there is a disagreement between the employee and his/her supervisor over the EDP goals, the employee, after discussing the disagreement with the Department Head or his/her designee may, with the concurrence of the Union, file a grievance.

If the Department Head rules in the employee's favor, the employee shall receive his/her merit step as of their anniversary date of position. If the Department Head rules against the employee, the employee shall have the right to appeal the decision to the citywide appeals committee.

Employees will have thirty (30) days from the date of denial by their Department Head to file an appeal with the Human Resources Director or their right to appeal shall be forfeited.

An appeals committee shall be comprised of the following representatives:

- ♦ Two union representatives appointed by the unions (with two alternates)
- ♦ One Department Head (with one alternate)
- ♦ One non-affiliated (with one alternate)
- ♦ An independent neutral party to act as a tiebreaker. This person to be selected through agreement between the City and the unions. If no decision can be reached, the neutral shall be appointed by the P.E.L.R.B. Any costs associated with the neutral party hearing appeals shall be borne half by the City and half proportionally split amongst the unions whose members are appealing. The unions shall not be responsible for any costs incurred in appeal hearings from non-affiliated employees.
- ♦ The Human Resources Director as non-voting chairman to provide staff resources.

Members cannot sit in on appeals where the appellant is a member of the same department or union.

Terms of the members on this committee shall be staggered with two (2) year terms and members cannot serve more than two (2) consecutive terms. Members must take at least one year off after serving two terms before being allowed to serve on the committee again. Alternates shall have no term limitations.

Unless agreed to by the appellant and the Human Resources Director, the committee shall have sixty (60) days from receipt of the appeal to conduct a hearing on the matter.

EMPLOYEE DEVELOPMENT APPEALS PROCESS (cont.)

The committee shall have thirty (30) days to render a decision on the matter.

A majority vote shall rule and all decisions are final, binding and non-grievable. A decision favorable to the employee means the employee shall receive their merit step effective (including retroactive pay) to their date of position. Evaluation step increases will stop when an employee reaches Step 13 on the included pay matrix. (Appendix A)

The provisions of this Article shall expire on the last day of this Agreement, provided that any employee denied a merit pay increase during the duration of this Agreement shall be entitled to an appeal under this Article.

APPENDIX F

JOB TITLES/PAY GRADES

<u>JOB TITLE</u>	<u>PAY GRADE</u>
Paraprofessional	9
Assistant Librarian	13
DECA Store Manager	11